

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA)	
)	
v.)	CRIMINAL NO.
)	
DAVID A. ZAWOISKI,)	
)	
Defendant.)	

STATEMENT OF FACTS

The United States and the defendant, David A. Zawoiski, agree that, had this matter proceeded to trial, the United States would have proven the following facts beyond a reasonable doubt:

1. From 1989 until June 2001, David A. Zawoiski was employed by Allstate Insurance Company (Allstate). In 1996, Zawoiski was a field adjuster working in the Northern Virginia area. As a field adjuster, Zawoiski's duties included reviewing property damage claims submitted by Allstate customers and authorizing repairs, as well as payments for those repairs.

2. In 1996, Zawoiski was an acquaintance of an individual who previously had been employed by GEICO Insurance Company. In approximately October 1996, Zawoiski and his associate devised a scheme to defraud Allstate of money. Pursuant to the scheme, Zawoiski inflated the cost of repairs included in legitimate property damage claims submitted by Allstate customers. Zawoiski falsely identified his co-schemer as one of the workmen who performed the repairs required by the claimed damages. Zawoiski

then approved payments from Allstate to his co-schemer for the inflated amounts. Zawoiski's approval resulted in the preparation of Allstate checks made payable to his co-schemer. Zawoiski himself either drew or authorized the Allstate checks made payable to his co-schemer.

3. From the beginning of the scheme until July 2000, Zawoiski personally delivered the Allstate checks to his co-schemer, usually at Northern Virginia locations. His co-schemer deposited almost all of these checks into his account at the First Virginia Bank in the Eastern District of Virginia. His co-schemer cashed a few of these checks.

4. In return, Zawoiski's co-schemer drew checks on his First Virginia Bank account payable to Zawoiski. The checks drawn by the co-schemer returned to Zawoiski approximately half of the money the co-schemer had received. The co-schemer delivered these checks to Zawoiski, usually at locations in Northern Virginia. Initially Zawoiski cashed these checks. Beginning in May 2000, Zawoiski deposited the checks from his co-schemer in an account Zawoiski opened at the First Union National Bank in the Eastern District of Virginia.

5. In June 1997, Zawoiski was transferred to an Allstate office in Illinois. He returned to Allstate's Northern Virginia office in April 1999 as a field manager. During the period of time Zawoiski was working in Illinois, he did not generate any

Allstate checks payable to his co-schemer. When Zawoiski returned to Northern Virginia, the scheme resumed.

6. In July 2000, Zawoiski's co-schemer moved to Houston, Texas. Before his departure, the co-schemer gave Zawoiski several blank Bank of America deposit slips so that Zawoiski could deposit the Allstate checks into his co-schemer's Bank of America account. When Zawoiski generated Allstate checks in July 2000 and thereafter, he endorsed the checks by signing his co-schemer's name and deposited the checks into his co-schemer's Bank of America account. His co-schemer continued to return to Zawoiski approximately half of the money by personal checks made payable to Zawoiski drawn on his co-schemer's Bank of America account. His co-schemer mailed these checks from Texas to Zawoiski in the Eastern District of Virginia. Zawoiski deposited all of these Bank of America checks into an account he maintained at First Union National Bank in the Eastern District of Virginia.

7. On or about May 16, 2001, Zawoiski's co-schemer mailed from Texas to Zawoiski, in the Eastern District of Virginia, a check drawn on the co-schemer's Bank of America account, payable to Zawoiski in the amount of \$2,500.

8. The scheme continued until May 2001. Zawoiski terminated his employment at Allstate in June 2001. Between October 1996 and May 2001, Zawoiski delivered money to his co-

schemer by drawing or causing to be drawn seventy Allstate checks payable to his co-schemer. The seventy checks totaled \$425,777. Between February 1997 and May 2001, Zawoiski's co-schemer returned money to Zawoiski by drawing sixty-six checks payable to Zawoiski totaling \$208,208. His co-schemer also delivered \$7,325 in cash to Zawoiski. Thus Zawoiski received \$215,533 from the scheme. His co-schemer retained the balance of the money totaling \$210,244. Both Zawoiski and his co-schemer used their portions of the proceeds of the scheme for their own purposes.

Respectfully submitted,

Paul J. McNulty
United States Attorney

By: _____
John J. Klein
Assistant United States Attorney

SEEN AND AGREED:

David A. Zawoiski
Defendant

Suzanne Little
Federal Public Defender